

EXHIBIT A

Fill in this information to identify the case:

Debtor 1 John Martin
Debtor 2 _____
(Spouse, if filing) _____
United States Bankruptcy Court Eastern District of New York
Case number: 15-45600

FILED
U.S. Bankruptcy Court
Eastern District of New York
4/25/2016
Robert A. Gavin, Clerk

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Carrollton Trust UTD 011113</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Carrollton Trust UTD 011113</u>	_____
	Name _____	Name _____
	<u>c/o Gerald A. LeMoine, Trustee</u> <u>13210 Harbor Blvd., #149</u> <u>Garden Grove, CA 92843</u>	_____
	Contact phone <u>866-935-5211</u>	Contact phone _____
Contact email <u>gerald@thelemoinegroup.com</u>	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>1</u> Filed on <u>04/25/2016</u> <div style="text-align: right;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ <u>236746.71</u> <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Money loaned—(i) Judgment line on NY property; (ii) Mortgage obligation on NJ property—see attachments A & B										
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Judgment/Assign. of Mtg.</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ <u>1227000.00</u></td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ <u>33500.00</u></td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ <u>203246.71</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ <u>236746.71</u></td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;"> <u>9.0</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable </td> </tr> </table>	Value of property:	\$ <u>1227000.00</u>	Amount of the claim that is secured:	\$ <u>33500.00</u>	Amount of the claim that is unsecured:	\$ <u>203246.71</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ <u>236746.71</u>	Annual Interest Rate (when case was filed)	<u>9.0</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
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Amount of the claim that is secured:	\$ <u>33500.00</u>										
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Amount necessary to cure any default as of the date of the petition:	\$ <u>236746.71</u>										
Annual Interest Rate (when case was filed)	<u>9.0</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	Amount entitled to priority
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies </div> <div style="width: 15%; text-align: right;">\$</div> <div style="width: 55%;"></div> </div>			
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.			

Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>4/25/2016</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Gerald A. LeMoine</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Name</td> <td>Gerald A. LeMoine</td> </tr> <tr> <td></td> <td>First name Middle name Last name</td> </tr> <tr> <td>Title</td> <td>Trustee for Carrollton Trust UTD 011113</td> </tr> <tr> <td>Company</td> <td>The LeMoine Group</td> </tr> <tr> <td>Address</td> <td>Identify the corporate servicer as the company if the authorized agent is a servicer</td> </tr> <tr> <td></td> <td>13210 Harbor Blvd., #149</td> </tr> <tr> <td></td> <td>Number Street</td> </tr> <tr> <td></td> <td>Garden Grove, CA 92843</td> </tr> <tr> <td></td> <td>City State ZIP Code</td> </tr> <tr> <td>Contact phone</td> <td>866-935-5211</td> </tr> <tr> <td>Email</td> <td>gerald@themoinegroup.com</td> </tr> </table>	Name	Gerald A. LeMoine		First name Middle name Last name	Title	Trustee for Carrollton Trust UTD 011113	Company	The LeMoine Group	Address	Identify the corporate servicer as the company if the authorized agent is a servicer		13210 Harbor Blvd., #149		Number Street		Garden Grove, CA 92843		City State ZIP Code	Contact phone	866-935-5211	Email	gerald@themoinegroup.com
Name	Gerald A. LeMoine																						
	First name Middle name Last name																						
Title	Trustee for Carrollton Trust UTD 011113																						
Company	The LeMoine Group																						
Address	Identify the corporate servicer as the company if the authorized agent is a servicer																						
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	Number Street																						
	Garden Grove, CA 92843																						
	City State ZIP Code																						
Contact phone	866-935-5211																						
Email	gerald@themoinegroup.com																						

Mortgage Proof of Claim Attachment

Mortgage and Case Information

Debtor: John Martin

Case No. 15-45600

Creditor: Carrollton Trust UTD 01113

Interest rate: 9.0%

**Total Debt Calculation as of Petition Date
Including Prepetition Arrearages**

Principal Balance: \$215,880.55

Interest Due: \$20,866.16 (post-Judgment through Petition Date)

Total Debt: \$236,746.71

Monthly Mortgage Payment

N/A

Loan Payment History from First Date of Default

N/A

Attachment “A”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

GERALD A. LEMOINE

Judgment Creditor,

v.

JOHN MARTIN,

Judgment Debtor.

Index No. 16688/2014

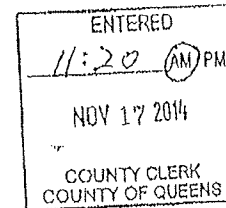
AFFIDAVIT OF JUDGMENT
CREDITOR

FILED & RECORDED

NOV 17 2014

COUNTY CLERK
QUEENS COUNTYSTATE OF NEW JERSEY :
NEW CASTLE COUNTY : SS.

Gerald A. Lemoine, being duly sworn, hereby deposes and says:



1. I am Trustee for Carrollton Trust UTD 011113, the judgment creditor in the above-captioned action ("Judgment Creditor" or "Trustee"), and I respectfully submit this Affidavit in connection with the order for summary judgment against the judgment debtor, John Martin ("Judgment Debtor").

2. An exemplified copy of the Judgment, initially entered in the Superior Court of New Jersey Law Division, Bergen County (the "Court"), is annexed hereto as Exhibit "A." I am fully familiar with the facts and circumstances set forth herein.

3. The name of the Judgment Creditor is Gerald A. Lemoine and his last known address is 13210 Harbor Blvd., #149, Garden Grove, California 92843.

4. The within judgment was not obtained by default in appearance or by confession

of judgment.

5. The name of the Judgment Debtor is John Martin and his last known address is 19120 109th Avenue, Saint Albans, New York 11412-1157.

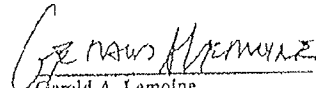
6. The judgment remains unsatisfied in whole.

7. The unpaid amount of the judgment consists of \$215,880.55 in principal, interest, and late charges.

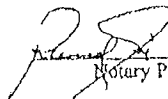
8. The enforcement of the judgment has not been stayed.

9. The judgment is a final determination of the court and can be executed upon by any sheriff in the State of New Jersey.

Dated: November 5, 2014


Gerald A. Lemoine
Trustee for Carrollton Trust UTD
011113

Sworn to before me on this
5th day, November, 2014.


Notary Public



DOCKET Total amount to be docketed: \$215,880.55
Audrey J. Pheffer
Clerk

DOCKETED
BY eg

ACTIVE 27912004v1 11/03/2014

ENTERED
11:20 (AM) PM
NOV 17 2014
COUNTY CLERK
COUNTY OF QUEENS

FILED & RECORDED
NOV 17 2014
COUNTY CLERK
QUEENS COUNTY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

GERALD A. LEMOINE

Judgment Creditor,

v.

JOHN MARTIN,

Judgment Debtor,

Index No. 16688/2014

AFFIDAVIT OF JUDGMENT
CREDITORFOX ROTHSCHILD LLP
ATTORNEYS FOR
JUDGMENT CREDITOR
100 PARK AVENUE, SUITE 1500
NEW YORK, NEW YORK 10017
TELEPHONE NO. 212-878-7900

FILED & RECORDED

NOV 17 2014

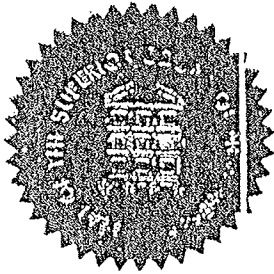
COUNTY CLERK
QUEENS COUNTY

ENTERED
11:20 AM
NOV 17 2014
COUNTY CLERK COUNTY OF QUEENS

DOCKET

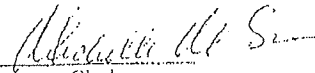
Queens County Clerk's Office
 Paid \$250.00 on 11/17/2014
 Cashier: SPANGLER, J. R.
 16688/2014 LEMOINE, GERALD A vs. M
 JOHN, JOHN
 Other
 16688/2014 LEMOINE, GERALD A vs. M
 JOHN, JOHN
 Total:
 4210.00
 Check
 4210.00

SUPERIOR COURT OF NEW JERSEY



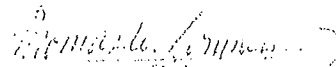
I, MICHELLE M. SMITH, Clerk, Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing CERTIFICATION OF STATEWIDE JUDGMENT LIEN is a true record of the judgment filed and recorded as a lien September 5, 2014 in the cause wherein GERALD A. LEMOINE is the Plaintiff and JOHN MARTIN is the Defendant, now on file in my office.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said Court at Trenton, this 16th day of October, Two Thousand and Fourteen.


Clerk

I, THOMAS W. SUMNERS, JR., Judge of the Superior Court of New Jersey, do hereby certify that Michelle M. Smith, whose name is subscribed to the above certificate was at that date thereof and now is the Clerk of the Superior Court of New Jersey, that the foregoing attestation is in proper form, that the seal thereto annexed is the seal of said court and that the signature of the said Michelle M. Smith is in her own proper handwriting.

WITNESS my hand at the City of Trenton, this 16th day of October, Two Thousand and Fourteen.


Judge

NOTE--This certificate is made pursuant to an act of Congress (Title 28 U.S. Code, Sec. 1738 effective September 1, 1948)

PAGE 001 OF 001

SUPERIOR COURT OF NEW JERSEY
CIVIL JUDGMENT AND ORDER DOCKETLEMOINE
(PLAINTIFF(S))
VSMARTIN
(DEFENDANT(S))PROCESSING VENUE: BERGEN
DOCKET NO. : BER L -001778-14
JUDGMENT NO. : J -166320-14
DEBT NO. : 001 OF 001

CERTIFICATION OF STATEWIDE JUDGMENT LIEN

IN FAVOR OF:

AGAINST:

LEMOINE GERALD A

JOHN MARTIN

CREDITOR CONTACT:
FOX ROTHSCHILD LLP
609-348-4515

JUDGMENT AMOUNT(**) \$215,800.55

DATE OF JUDGMENT ENTRY: 08/11/2014

COSTS & ATTORNEY FEES 0.00

DATE STATEWIDE JUDGMENT
LIEN RECORDED: 09/05/2014

TOTAL \$215,800.55

STATEWIDE JUDGMENT LIEN STATUS: OPEN

(**) INCLUDES PRE-JUDGMENT INTEREST (IF ANY)

DEBT AMOUNT: \$215,800.55

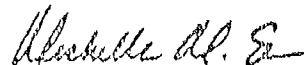
DEBT STATUS: OPEN

STATUS OF DEBT AS TO: JOHN MARTIN

OPEN

COMMENTS:

I HEREBY CERTIFY THAT THE FOREGOING REFLECTS THE JUDGMENT AND COSTS OF RECORD IN THIS COURT. ADJUSTMENTS AFTER THE DATE OF THE JUDGMENT, SUCH AS INTEREST OR CREDITS, MAY NOT BE INCLUDED IN THE TOTALS. PLEASE CONTACT THE CREDITOR OR CREDITOR'S ATTORNEY FOR THE CURRENT TOTAL AMOUNT DUE, IF ANY.


Michelle M. Smith, Esq.
Clerk of Superior Court

CLERK OR DEPUTY CLERK OF SUPERIOR COURT

DATE: 09/09/2014

RECORDED AS A LIEN SEP 05 2014

FILED

AUG 11 2014

RACHELLE L. HARZ
J.S.C.

FOX ROTHSCHILD LLP
formed in the Commonwealth of Pennsylvania
By: Christopher C. Fallon, III, Esquire (026402006)
Midtown Building, Suite 400
1301 Atlantic Avenue
Atlantic City, New Jersey 08401
609-348-4515 (FAX: 609-348-6834)
Attorneys for Plaintiff

GERALD A. LEMOINE, AS TRUSTEE FOR
CARROLLTON TRUST UTD 011113,

Plaintiff,

v.

JOHN MARTIN,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

DOCKET NO. BER-L-1778-14

CIVIL ACTION

ORDER FOR SUMMARY
JUDGMENT AGAINST
DEFENDANT, JOHN MARTIN

J166320-14

THIS MATTER, having been brought before the Court on a Motion filed by Plaintiff, Gerald A. Lemoine, as Trustee for Carrollton Trust UTD 011113, by and through his counsel, Fox Rothschild LLP, for Summary Judgment; and the Court, having considered the papers submitted in support hereof and any opposition thereto; for the reasons set forth on the record; and other good cause shown, IT IS on this 11th day of August, 2014, ORDERED as follows:


1. Judgment is hereby entered in favor of Plaintiff, Gerald A. Lemoine, as Trustee for Carrollton Trust UTD 011113, and against Defendant, John Martin, for:

(a) principal, interest, and late charges, as of the date of the entry of the within Order in the total amount of \$215,880.55, together with lawful interest thereafter until the same be paid and satisfied.

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(b) attorney's fees as of the date of the entry of the within Order in the amount of \$ _____ plus costs of \$ _____, together with lawful interest thereafter until the same be paid and satisfied.

2. Plaintiff's counsel shall serve a copy of this Order upon all counsel of record within seven (7) days of receipt hereof.


Hon. Rachelle L. Harz, J.S.C.

NO OPPOSITION

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

GERALD A. LEMOINE

Judgment Creditor,

v.

JOHN MARTIN,

Judgment Debtor.

Index No. 16688/2014

NOTICE OF FILING JUDGMENT

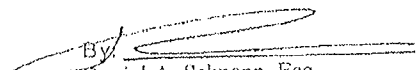
To: JOHN MARTIN, judgment debtor, residing at 19120 109th Avenue, Saint Albans, New York 11412-1157.

PLEASE TAKE NOTICE that on the 17th day of November, 2014, a duly authenticated copy of the judgment filed and entered in the Superior Court of New Jersey, Bergen County on the 5th day of September, 2014, was duly filed in the office of the Clerk of Queens County, New York, pursuant to the provisions of CPLR 5402.

Dated: New York, New York
November 24, 2014

Respectfully submitted,

FOX ROTHSCHILD LLP

By: 
Daniel A. Schnapp, Esq.
Attorney for Judgment Creditor
100 Park Avenue, 15th Fl.
New York, NY 10017
212-878-7900

Gerald Lemoine

Martin Demand Calc HELOC gt 08 08 14

Payoff Calcs Interest Only

2nd Lien HELOC

Borrower	
Borrower	John Martin
Loan No	200154
Good Through Date	8/8/2014

Interest Factors	
Principle Unpaid Balance	\$ 186,923.05
Interest Rate	3.250%
Interest Cost per Year	\$ 6,075.00
Days/Year	365
Interest per Day	\$ 16.64

Delinquency Dates	
Start date	4/11/2010
End date	8/8/2014
Days of interest	1,580
Interest/Day	\$ 16.64
Total Int. to Date	\$ 26,297.26
Months Late	52.00

Notes	
Borrower 1: John C Martin	
Borrower 2:	
SSN 1:	3399
SSN 2:	
Property Address:	
229 10th St Palisades Park, NJ 07650	

Interest & Late Charge Calcs	
Monthly Int Only Pmt	\$ 506.25
Late Charge Rate	10%
Minimum Late Charge	\$ 40.00
Calc % Late Charge	\$ 50.62
Monthly Late Charge	50.62
Months	52
Total late charges	\$ 2,632.50
Payoff calc	
Current Principle Bal	\$ 186,923.05
Back Interest Pmts	\$ 26,325.00
Late charges	\$ 2,632.50
BK atty	\$ -
FC atty	\$ -
Prop Txs	\$ -
Preservation	\$ -
Total Advances	\$ -
Less suspense bal	\$ -

Demand Summary	
Total Payoff	\$ 215,880.55
Total Past Due	\$ 28,957.50
Last payment	3/11/2010
Last PMT Amt	\$ 5,041.00

Attachment “B”

#21

1
4313-070260 Assignment of Mortgage
V BK: 01458 Pg: 0921-0921 Rec. Fee \$43.00
John S. Hogan, Bergen County Clerk
Recorded 07/17/2013 03:44:44 PMPrepared By: Eileen M. Kovach
PNC Bank National Association, successor by merger to National City Bank
6750 Miller Road,
Brecksville, OH 44141

When Recorded Return To:

Richmond Monroe Group
PO Box 458
Kimberling City, MO 65686Ref #xxxxx8120622081
PNC ID # 2825

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, PNC Bank National Association, successor by merger to National City Bank, 6750 Miller Road Brecksville, OH 44141 ("Assignor") hereby assigns and transfers to The Lemoine Group, Inc. ("Assignee"), without recourse, representation, warranty or guaranty, express or implied, of any kind or nature, all of Assignor's rights, title and interest in and to that certain Mortgage or Deed of Trust:

Executed by: JOHN MARTIN

Recorded on: 3/24/2005

In the Recorder's Office of: Bergen County

Property Address: 229 10TH STREET, PALISADES PARK, NJ 07650

Instrument #: N/A Book: 14228 Page(s): 173

Date: May 11, 2013

PNC Bank National Association, successor by merger to National City Bank

Signature: Eileen M. Kovach
Eileen M. Kovach, Assistant Vice President

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)The foregoing instrument was acknowledged before me this 11th day of May, 2013, by Eileen M. Kovach, Assistant Vice President of PNC Bank, National Association, a national banking association, on behalf of PNC Bank, National Association.Kelly Vrzić
Notary Public

My Commission Expires:

11/27/17

Kelly Vrzić, Notary Public
Residence - Cuyahoga
State Wide Jurisdiction, Ohio
My Commission Expires 11/27/2017

9/2/90

43-000015 Remittance of Mortgage
Y CR: 61611 pg: 1813-1817Doc: Fee 645.00
John H. Hogan, Bergen County Clerk
Received 09/10/2015 08:09:36 PM

Recording Requested By:

When Recorded Return To:

RICHMOND MONROE
P.O. BOX 458
KIMBERLING CITY, MO 65686

CORPORATE ASSIGNMENT OF MORTGAGE

Borgon, New Jersey REFERENCE #: 4489298120622081 "MARTIN"
INVESTOR #:
Assignment Prepared on: August 9th, 2013.

Assignor: THE LEMOINE GROUP, INC. at 13210 HARBOR BLVD #149, GARDEN GROVE, CA 92843.
Assignee: CARROLLTON TRUST UTD 011113, GERALD A LEMOINE, TRUSTEE at 13210 HARBOR
BLVD #149, GARDEN GROVE, CA 92843.

Executed By: JOHN MARTIN To: NATIONAL CITY BANK
Date of Mortgage: 02/09/2005 Recorded: 03/24/2005 In Book/Reel/Liber: 14228 Page/Folio: 173 as
Instrument No.: 36733.01 In Bergen County, State of New Jersey.

Property Address: 229 10TH STREET, PALISADES PARK, NJ 07650

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$310,000.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

THE LEMOINE GROUP, INC.

On 8/14/13

By: Gerald A. Lemoine
GERALD A. LEMOINE, President

STATE OF CALIFORNIA
COUNTY OF ORANGE

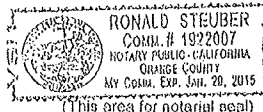
On 08/14/13 before me, RONALD STEUBER, a Notary Public, personally appeared GERALD A. LEMOINE, President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

RONALD STEUBER

Notary Expires: 07/20/2025



This instrument was prepared by JOANN Kennedy, National City Bank
155 Passaic Ave., Fairfield NJ 07006

RETURN TO:
NCB, CL9 BRECKSVILLE
LOC9, LOCATOR 7120
P.O. BOX 5570
CLEVELAND, OH 44101
State of New Jersey

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is February 9, 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JOHN MARTIN
229 10TH ST, PALISADES PARK, New Jersey, 07650

☐ If checked, refer to the attached Addendum incorporated in this Security Instrument, for additional Mortgagors, their signatures and acknowledgments.

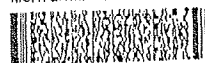
LENDER: NATIONAL CITY BANK
Locator #7116
P.O. Box 5570
Cleveland, OH 44101

36733.01 Mortgage
Kathleen A. Donovan Recording Fee 70.00
Bergen County Clerk
Recorded 03/24/2005 11:20

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE ATTACHED LEGAL DESCRIPTION

MARTIN
MORTGAGEDDEED



4489200120622001 XBANK3M

The property is located in Bergen (County) at 229 10TH STREET (Address) PALISADES PARK (City) New Jersey 07650 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 310,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Maturity Date: 2/09/2025

You, the undersigned, are opening an Equity Reserve Line of Credit (Line) with National City Bank (Bank) and agree that the following terms and conditions will apply to your Line

Line of Credit. Your Line is an open-end line of credit which you may use to obtain cash advances (Advances) from time to time for a period of 10 years (Draw Period). If you continue to meet Bank's then current credit and collateral value criteria, at Bank's discretion, Bank will either extend the Draw Period for one or more additional Draw Periods or Bank may refinance your Line on the terms then being offered by Bank for Equity Reserved Lines of Credit. If your Draw Period is not renewed or the Line refinanced, you may repay any outstanding balances during the Repayment Period as provided in the Payment section below. The initial amount of your Line is \$ 310,000.00 (Credit Line). You have the option anytime during the Draw Period of this Agreement to increase the amount of your Line by up to \$ 100,000.00 (Additional Line). The Additional Line does not include the portion of the Line that is currently outstanding.

The initial amount of your Line is \$ 310,000.00 (Credit Line). You have the option anytime during the Draw Period of this Agreement to create Fixed Rate Partitions of all or part of your Line at a fixed rate and for a fixed payment. The Fixed Rate Partition (FRP) balance includes the partitioned advance fee. Any amount you repay on the Line and/or on an FRP will be again available to you on the Line until the end of the Draw Period. Bank may reduce the amount of your Credit Line under certain conditions described in this Agreement.

Advances You may obtain Advances under your Line by issuing Equity Reserve checks and special FRP checks (Checks) supplied by Bank, or by way of any other Bank approved plan. Bank will charge your Checks directly against your Line. You may make arrangements for an Advance on your Line to pay off any other Bank approved plan. Bank will charge your Checks directly against your Line. You should notify Bank when you need more Checks. The FRP at any time by contacting Customer Service at the address or phone number on your statement. You should notify Bank when you need more Checks. The minimum FRP Advance that you can receive using an FRP Check is \$5,000. FRP checks for less than \$5,000 will be charged against your Line. You should also notify Bank immediately if your Checks are lost or stolen. (Please see the "Stop Payment Orders" section of this Agreement.) Your statement will list Checks that have been paid, but the actual paid Checks will not be returned to you. You may request copies of paid Checks from the Bank, and a copying fee may be charged.

charged.

Bank may issue you a Card or Cards for use with the Line. Credit card access is not offered in Connecticut, New York and Texas and may not be offered in other states. The word Card can mean one or more credit cards or Automated Teller Machine (ATM) cards. You authorize Bank to issue you a Card for use with the Line. You may purchase goods or services from merchants who honor the Card. You may obtain Advances from Bank or any other financial institution to use your Card. You may also obtain Advances by using a Personal Identification Number (PIN) for telephone purchases or at online banking Advances. Bank will honor the Card. You may also obtain Advances by using a Personal Identification Number (PIN) for telephone purchases or at online banking Advances. Bank will charge all Advances to your Line. If you allow someone else to use your Card or PIN and you want to stop such use, you must let Bank know in writing. If he or she has a Card or PIN, you must return the Card with your written notice and/or request a new PIN. You must notify Bank immediately if your Cards or PIN are lost or stolen, or you believe that some person may be using your Card(s) or PIN without permission. You will not use your Line after notifying Bank of loss, theft or unauthorized use of your Card(s) or PIN. You will not be held liable for any unauthorized use of the Card or PIN after you have notified Bank of the loss, theft or unauthorized use of your Card(s) or PIN. Call 1-800-333-6396 or write at National City Card Services, Inc., Attn: 4092, Kalamazoo, Michigan 49003. (Otherwise you may be liable, but not for more than \$50.) Bank may terminate the use of your Card or PIN if you lose your Card or PIN two times or more in a twelve month period. Bank may also terminate the use of your Card or PIN if your new balance exceeds your Credit Line by 1% or if you are over limit for more than one billing cycle.

Bank will have no obligation to honor any Advance by any means if the resulting new balance of your Line would exceed your Credit Limit, or after the Draw Period ends, and in the event of termination or suspension of your Credit Line under the conditions described in this Agreement, and upon Bank's request you will return Checks and/or Cards. Your Line may not be used for interest free, buying or financing transactions or for any illegal transactions. Charges from foreign currency transactions may be made in a foreign currency. We will bill you in U.S. Dollars based on the exchange rate at the time of the transaction, plus any special currency exchange charges. In the case of VISA Accounts The exchange rate applied to such such transaction is a charge from the market rate, plus any special currency exchange charges. In the case of VISA Accounts The exchange rate applied to such such transaction is a charge from the market rate, plus any special currency exchange charges. In the case of VISA Accounts The exchange rate applied to such such transaction is a charge from the market rate, plus any special currency exchange charges.

(A) wholesale market rate or (B) government-mandated rate, in effect one day prior to the processing date, increased by one percent. Because of the specific charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a foreign transaction may be greater than the cash advance or purchase at the time it was made.

Finance Charge for Line and Fixed Rate Portion Advances and During the Repayment Period.

Finance Charge (for Line and Fixed Rate Partition Advances and During the Repayment Period).

a) Line Advances: Bank figures the finance charge on your Line by applying the periodic rate to the "average daily balance" of your Line. To get the "average daily balance," Bank takes the beginning balance of the Line each day, adds any new Advances (including, if applicable, the broker and processing fees, and other debit, and subtracts any payments or credits to the Line, and computes the average of the daily balances. Bank adds up processing fees, and other debit, and subtracts any payments or credits to the Line, and computes the average of the daily balances. Bank adds up all the daily balances for the billing cycle, and divides the sum by the number of days in the billing cycle. This gives the "average daily balance." Bank adds up all the daily balances for the billing cycle, and divides the sum by the number of days in the billing cycle. This gives the "average daily balance."

The "average daily balance" is the average of the daily balances of the Line from the date of transaction to the date payment is posted to the Line. The periodic rate of finance charge and the annual percentage rate are subject to change, based on the value of an index. The index in effect for each billing cycle shall be the "Prime Rate" of interest appearing in the Money Rates Table of The Wall Street Journal published on the first day of your Billing Cycle (or, if not published on that date, the last edition published prior to that date), rounded upward, if necessary, to the nearest .01 % (Line Index).

The ANNUAL PERCENTAGE RATE is the Line Index plus 0.000 %. The FINANCE CHARGE for each billing cycle shall be computed at the annual percentage rate divided by 12. The current periodic rate of FINANCE CHARGE is 0.458 % per month, which corresponds to an ANNUAL PERCENTAGE RATE of 5.500 %.

The annual percentage rate and the periodic rate of finance charge may increase if the Line Index increases. In the event of an increase, the finance charge will increase and the minimum payment amount may increase. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the minimum payment amount.

h) Fixed Rate Partition Advances: Bank figures the finance charge on each PRP by applying the periodic rate to the "average daily balance" of the PRP. To get the "average daily balance", Bank takes the beginning balance of the PRP each day and subtracts any payments or credits and unpaid periodic finance charges. This gives the daily balance. Then, Bank adds up all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives the "average daily balance".

in the billing cycle. This gives the "average daily balance". Each FRP is subject to finance charges from the date of the transaction until paid in full. The periodic rate of finance charge and the annual percentage rate are determined and fixed on the business day the transaction posts to your Line. The index shall be the daily rate for 3 year Treasury notes with constant maturities for the 10th business day prior to the last business day of the calendar month preceding the month in which the transaction posts to your Line, rounded upward if necessary, to the nearest .01% (FRP Index). The FRP Index can be found in the Federal Reserve Statistical Release H-15 at www.federalreserve.gov/releases/h15.

The ANNUAL PERCENTAGE RATE is the FRP Index plus 3.750 %. The FINANCE CHARGE for each billing cycle shall be computed at the annual percentage rate divided by 12. The current periodic rate of FINANCE CHARGE is 0.597 % per month, which corresponds to an ANNUAL PERCENTAGE RATE of 7.160 %.

c) Both Line and Fixed Rate Purchase Advances: In no event shall the periodic rate of FINANCE CHARGE be more than 1.59% per month or less than 0.25% per month; and in no event shall the ANNUAL PERCENTAGE RATE be more than 18.0% or less than 3.0%. The stated percentage rate includes only interest and not other costs. Your monthly statement will disclose the applicable annual percentage rate for the billing cycle.

d) **Repayment Period.** Any outstanding Line balance and Other Charges will be converted to a Fixed Rate Payment balance on the last business day of your Draw Period and will be subject to finance charges for a Fixed Rate Payment as stated in subsections (b) and (c) above. The index value is the PRP Index on the 10th business day prior to the last business day of the calendar month preceding the month in which the Draw Period ends rounded as provided in subsection (f) above.

Other Finance Charges A broker fee FINANCE CHARGE of \$ 0.00
 A processing fee FINANCE CHARGE of \$ 0.00
 A Partition Advance fee FINANCE CHARGE of \$50 for each Fixed Rate Partition Use:

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Other Charges In addition to finance charges, the following other charges will apply:

- An annual fee of \$50 reflected on the monthly statement for the first billing cycle of each year of your Draw Period beginning with the 13th billing cycle, whether or not you obtain Advances under your Line. This fee is not refundable.
- A late payment fee of the greater of 10% of the unpaid minimum payment or \$40, if Bank does not receive your minimum payment at the address shown on your statement within 10 days of the Due Date. Bank may charge an additional late payment fee for each billing cycle that your Line is past due.
- An over limit fee of \$25 whenever you go over your Credit Line. Bank may charge an additional \$25 for each billing cycle that you remain over your Credit Line.
- A returned payment fee of \$25 if you make a payment on your Line which is returned to Bank unpaid because of insufficient funds, a closed account, stop payment, or any other reason.
- A returned check fee of \$25 if you write a Check that Bank dishonors under the "Advances" section of this Agreement.
- A stop payment fee of \$25 for the service of stopping payment on a Check and a \$25 service fee for renewal of each stop payment order.
- An early termination fee of \$0.00 if you close your Line within the first 36 months.
- A document request fee of \$6 per copy for service of providing copies. Bank will not charge you for documents Bank is required to give you by law.
- Any real estate related closing fees due at the closing of your Line are reflected on the HUD-1 settlement statement provided to you by the closing agent and which is hereby incorporated and made part of this Agreement by this reference.

Bank does not lose any of its other rights under this Agreement whether or not it charges late payment or over limit fees. The application of any fee shall not cure the default which initiated the fee.

Security Interests Your Line will be secured by a mortgage (Mortgage) on your dwelling (Dwelling). If the Dwelling is your primary or secondary residence, you represent and warrant to Bank that at all times during the term of this Agreement your Dwelling, or a minimum of one unit of your multi-unit Dwelling, shall be occupied by you and shall not be used as rental property. Bank agrees to waive any security interest in the Dwelling to the extent it secures Advances which may be in excess of your Credit Line. You name Bank as loss payee and beneficiary of the proceeds of, and assign to Bank any unearned premium of, all insurance connected with your Line. You must not adversely affect Bank's interest in the Dwelling by any action or inaction. You must keep the Dwelling in good condition, promptly pay all mortgages and other liens against the Dwelling, and promptly pay all taxes and assessments on the Dwelling. You must not sell or transfer title to the Dwelling without Bank's permission, or use the Dwelling for any illegal purpose.

Property Insurance You must keep the Dwelling fully insured against loss or damage on terms which are acceptable to Bank to the extent permitted by law. You must carry flood insurance if required by federal law. You may obtain property insurance or furnish existing property insurance from anyone that is acceptable to Bank provided the insurer is authorized to do business in the state or jurisdiction where the Dwelling is located or is an eligible surplus lines broker. You agree to furnish Bank with written evidence of such insurance, with Bank named as loss payee and proof of payment of insurance premiums. If you fail to do so, Bank may buy insurance to protect Bank's interest and add the premium cost to the unpaid balance of your Line, subject to the same finance charges as Advances against your Line. You assign to Bank the proceeds from any such insurance policies up to the unpaid balance of your Line. Bank may apply such proceeds, including any return of unearned premiums and payments for claims under such policies, to reduce the unpaid balance of your Line. You irrevocably authorize Bank as your agent and on your behalf to negotiate, settle and release any claim under your insurance and to submit insurance claims for you and to receive and sign your name to any checks or drafts or related papers obtained from insurance companies.

Tax Deductibility You should consult a tax advisor regarding the deductibility of interest and charges on your Line.

Statements Bank agrees to mail or deliver to you a monthly statement for each billing cycle at the end of which there is a balance which is a debit or credit balance of more than \$1 or on which a finance charge has been imposed. The balance is the sum of all outstanding Advance(s), fees, payments, other credits, other charges and debts, and finance charge(s).

Payments Your payments will be due monthly. You may pay the entire unpaid balance of your Line and/or your FRP(s) at any time. You are required to pay a minimum payment by the Due Date shown on your statement equal to the sum of the Line Minimum Payment and the FRP Minimum Payment for each FRP in use.

a) **Line Minimum Payment:** The Line Minimum Payment will equal the periodic finance charges that accrued on the outstanding Line balance during the preceding billing cycle as shown on each monthly statement (Interest Only Minimum Payment).

b) **The FRP Minimum Payment is:** A fixed payment amount that is sufficient to pay off the Partition Advance Fee, the balance and periodic finance charges for each FRP, if one hundred twenty (120) equal payments at the fixed rate applicable to that FRP were made. Any amount still owing after one hundred ninety (119) billing cycles will be added to the final minimum payment due. Additional payments on any FRP may be made at any time and you will continue to be obligated to make the fixed payment for the FRP as long as any amount is still owing on the FRP. The amount of any reduction in principal from a payment on an FRP will become available to you on your Line once it is posted, until the end of the Draw Period. If your Draw Period is not renewed then access to the Line will not be available during the Repayment Period.

c) **Repayment Period:** The Minimum Payment may not fully repay the principal that is outstanding by the end of the Draw Period. If your Draw Period is not renewed for an additional term, during the Repayment Period you may continue to make scheduled payments on any Fixed Rate Partition balances outstanding at the end of the Draw Period until they are paid in full. Additionally, any outstanding line balance and Other Charges will be converted to a Fixed Rate Partition balance without a Partition Advance fee on the last business day of your Draw Period and will be subject to finance charges for a Fixed Rate Partition, and will be required to be repaid in one hundred twenty (120) equal monthly payments for balances of \$5,000 or more or sixty (60) equal monthly payments for balances of less than \$5,000. Any amount still owing after one hundred ninety (119) billing cycles or after fifty nine (59) billing cycles respectively, will be added to the final minimum payment due.

Payments will be applied in the following order: First, to each FRP on a first in-first out basis for all unpaid periodic finance charges and then in the FRP's principal balance in an amount necessary to amortize the FRP within its amortization schedule, then to all unpaid periodic finance charges on the Line, then to all Other Charges, then to the Line. For introductory and promotional offer balances, payments to the Line are applied on the basis of the lowest rate balance first to highest rate balance last. If there are no balances on the Line, overpayments are applied as a prepayment to the FRP(s) on a first in-first out basis. If there are no balances on any FRP or on the Line, overpayments are credited to the Line and returned upon request. In order to make additional partial prepayments to an FRP or to prepay an FRP in full without paying off your Line, you must contact Customer Service to make arrangements to do so.

Stop Payment Orders. We agree to honor a stop payment order against a Check when received from you within a reasonable time prior to payment. A stop payment order becomes effective after we have actually received the order and had a reasonable time to process it, and the order will remain in effect for thirteen months. Our acceptance of a stop payment order does not mean that the Check has not yet been paid, and we shall have no liability resulting from the payment of a Check before your stop payment order becomes effective. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if we receive a renewal notice prior to the order becoming ineffective.

A stop payment order against a Check must accurately describe it as to date, number, amount, and payee, and must correctly reflect your name and the Account number. You agree that it is current industry standard to process stop payment orders by means of computer technology. Accordingly, your failure to provide the exact identification of Account number and Check number in order to identify the Check to be stopped will result in the Check being paid if presented, and we will not be liable for such payment. Errors in your name or the Account number, or inaccuracies in the description of the number, amount, issue date or payee on your written stop payment order shall relieve us from any liability for any mistaken payment or wrongful dishonor. Any errors on our written acknowledgment to you of a stop payment order, must be repaid by you in writing to our Customer Service Department within 10 calendar days of the written acknowledgment date. We shall not be liable for any mistaken payment or wrongful dishonor occurring after the 10-day period, unless errors or inaccuracies are so reported to us within the 10-day period.

Before we will release a stop payment order, our Customer Service Department may require the receipt of a written request, signed by you, requesting the withdrawal of the order.

In the event we recredit the Account for a paid Check, then you hereby assign to us all rights against third parties. You or any joint account holder may order a stop payment. You agree that we will not be obligated to reimburse you immediately upon notice of alleged wrongful payment, that it is your obligation to prove the fact and amount of damage suffered; and that in no case will we be liable for more than your actual damage.

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We shall not be liable for any damages unless we have failed to act in good faith and exercise ordinary care. You agree to indemnify us and hold us harmless from any and all expenses (incurred or damages suffered by us in honoring a stop payment order.

To place a stop payment order, write to National City, Equity Reserve Stop Payment Department, 4641 E. Main Street, Columbus, Ohio 43251-6928

Termination of Line. Bank can terminate your Line and require you to pay the entire outstanding balance in one payment if you breach a material obligation of this Agreement in that:

- You engage in fraud or material misrepresentation in connection with your Line
 - You do not meet the repayment terms of this Agreement.
 - Your action or inaction adversely affects the collateral or Bank's rights in the collateral
- To the extent permitted by 11 USC 506, Bank shall be entitled to reasonable court costs and attorneys' fees for independent counsel that Bank hires (unless you are a resident of New Hampshire, in which case we may not recover our attorneys' fees from you). Interest after termination, whether prior to or after judgment by a court of competent jurisdiction, shall accrue upon the outstanding unpaid balance at the rate determined under this Agreement until such balance is paid in full.

Suspension or Reduction of Credit Line. Bank can refuse to make additional extensions of credit or reduce your Line if you breach a material obligation of this Agreement in that:

- The value of the Dwelling securing your Line declines significantly below its present appraised value for purposes of the Credit Line.
- Bank reasonably believes you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation under this Agreement.
- Government action prevents the Bank from imposing the annual percentage rate provided for or impairs the Bank's security interest such that the value of the interest is less than 120 percent of the Credit Line.
- A regulatory agency has notified the Bank that continued Advances would constitute an unsafe or unsound practice
- The maximum annual percentage rate is reached.

If your Line is suspended and you have used any FRP(s) then at Bank's option Bank may terminate the FRP(s) and transfer any FRP balances to your Line. Bank will give you written notice of any such action and conditions for reinstating your credit privileges. Bank may reinstate your credit privileges when the conditions leading to suspension are cured to Bank's satisfaction. Bank may require you to request reinstatement of credit privileges when the conditions leading to suspension or reduction of your Credit Line no longer exist. An additional title examination and other documentation may be required to reinstate your Line, and any costs associated with reinstatement will be paid by you where permitted by law.

Change in Terms. Bank may change certain terms of this Agreement at any time by giving you 15 days prior notice:

- The index and margin used for this Line if the original index is no longer available.
- A change that you specifically agree to.
- A change that benefits you.
- An insignificant change.
- Other changes permitted by applicable law

Any change in terms will apply to balances outstanding on the effective date of the change as well as to balances generated thereafter.

Other Provisions. You shall promptly notify Bank of any change in circumstances which has a substantial adverse effect on your credit. You will furnish Bank with financial statements in a form satisfactory to Bank as Bank may request from time to time. Bank may also require a title examination and/or appraisal from time to time, the cost of which will be paid by you where permitted by law.

If this Agreement is signed by more than one borrower, each of you may draw Checks on the Line or use the Cards, and each and every borrower is jointly and severally liable for all Advances and charges on the Line. Any of you may direct Bank to not make further Advances on the Line, however, reinstatement will only be made on the joint request of all of you.

Your rights in your Line may not be assigned. The Mortgage may not be assumed by a subsequent purchaser of the Dwelling. All fees paid to Bank are not refundable.

All of Bank's rights under this Agreement are valid to the extent permitted by applicable law. If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will then read as if the invalid or unenforceable part were not there.

Bank may delay exercising any of its rights under this Agreement without losing them. We may accept late payments or partial payments without losing any of our rights. If your payment is marked with the words "Paid in Full" or similar language, you must send your payment to National City, 6750 Hillier Road, Bracksville, Ohio 44141, Locator No. 7197. If your payment is made to any other address, we may accept the payment without losing any of our rights.

You understand that Bank is a national bank located in Ohio, and that Bank's decision to extend the Line to you was made in Ohio. Therefore, the Agreement and your use of the Line, Credit Line, and Checks, shall be governed by and construed in accordance with (a) Federal laws and regulations including but not limited to 12 USC § 85 and (b) the laws of Ohio, to the extent Ohio laws are not preempted by federal laws or regulations, and without regard to conflict of law principles.

The annual IRS Form 1098 will be issued only to the first borrower listed on this Agreement at origination and the designation of a borrower as first cannot be changed subsequently.

An electronic or optically imaged reproduction of this Agreement or any other document related to your Loan constitutes an original document and may be relied on in full by all parties to the same extent as an original.

You can change any term of this Agreement only in a writing signed by us.

From time to time, we may offer you special rates for balance transfer transactions or introductory or promotional offers on your Line. If we do, we will advise you of the annual percentage rates and finance charges associated with the special rate offer, how long they will be in effect, the balances to which they will apply, and other terms of the special rate offer. Any special rate offer will be subject to the terms of the offer and this Agreement.

Except as otherwise prohibited by law, Bank may provide to others, including but not limited to, consumer credit reporting agencies, information about our transactions and experiences with you. Also, Bank and its affiliates (collectively "National City") may share with each other all information about you for the purposes, among other things, of evaluating credit applications or offering products and services that National City believes may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared about you (unless you are a business) if you tell National City by writing to National City Corporation, Attention: Office of Consumer Privacy, P.O. Box 4068, Columbus, MI 49009. You must include your name, address, Line (account) number and social security number.

You agree that you and Bank have an established business relationship, and unless otherwise prohibited by law, that National City may contact you to offer you products and services that National City thinks may be of interest to you. Such contacts are not unsolicited, and National City may contact you with an automated dialing and announcing device or by fax, email or other form of electronic communication and we may monitor telephone calls with you to assure quality service.

In this Agreement, the term "affiliates" means current and future affiliates of Bank, including, but not limited to, the following National City Corporation subsidiaries: National City Bank of Indiana, National City Bank of Michigan/Illinois, National City Bank of Pennsylvania, National City Bank of Southern Indiana, National City Home Loan Services, Inc., First Franklin Financial Corporation, National City Bank of Kentucky, Madison Bank and Trust Company, National City Mortgage Co. and National City Mortgage Services Co.



You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency if you fail to fulfill the terms of your credit obligations. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to National City, P.O. Box 94382, Cleveland, Ohio 44191, Attn: Credit Bureau Disputes, Locust 7113

NOTICES. The following notices are given by Bank only to the extent not inconsistent with 12 U.S.C. Section 85 and related regulations and opinions, and/or the choice of law provision set forth herein (with respect to which Bank expressly reserves all rights). You acknowledge receipt of the following notices before becoming obligated.

If the Dwelling is located in California: Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property

If the Dwelling is located in Colorado: If your payments are received after the due date, even if received before the date a late fee applies, you may owe additional and substantial money at the end of the credit transaction and there may be little or no reduction of principal. This is due to the accrual of daily interest until a payment is received.

If the dwelling is located in Connecticut: Your initial Draw Period will be 9 years 10 months and cannot be renewed for additional draw periods.

If the Dwelling is located in Florida: FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT REQUIRED BY LAW HAS BEEN PAID OR WILL BE PAID DIRECTLY TO THE DEPARTMENT OF REVENUE, AND FLORIDA DOCUMENTARY STAMPS HAVE BEEN PLACED ON THE TAXABLE INSTRUMENTS AS REQUIRED BY CHAPTER 201, FLORIDA STATUTES

If the Dwelling is located in Maryland: We elect Subtitle 9, Credit Grants Open End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland

If the Dwelling is located in Minnesota: If the amount of this Loan is \$100,000 or more, we elect Minn. Stat. § 334.01

If the Dwelling is located in Missouri: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If the Dwelling is located in New York: YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

If the Dwelling is located in North Dakota: THIS OBLIGATION MAY BE THE BASIS FOR A PERSONAL ACTION AGAINST THE PROMISOR OR PROMISORS IN ADDITION TO OTHER REMEDIES ALLOWED BY LAW.

If the dwelling is located in Oregon: NOTICE TO THE BORROWER: Do not sign this loan agreement before you read it. The loan agreement may provide for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

If the Dwelling is located in Texas: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

If the Dwelling is located in Vermont: NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU

COPY RECEIVED. You agree to be legally bound to all provisions of this Agreement. You acknowledge receipt of a completed copy of this Agreement, including important information below regarding your rights to dispute billing errors ("Your Billing Rights")

JOHN MARTIN
TYPE OR PRINT NAME

X John Martin
SIGNATURE

TYPE OR PRINT NAME

X _____
SIGNATURE

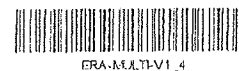
TYPE OR PRINT NAME

X _____
SIGNATURE

TYPE OR PRINT NAME

X _____
SIGNATURE

Address of Dwelling 229 10TH STREET, PALISADES PARK, New Jersey 07650



YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and line number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we utilized you the advertisement for the property or services.

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